

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

QUIKSILVER SHUTTLE INC, ET AL.,

Plaintiffs,

v.

NIKOLAS SHAWN SAYLOR, ET AL.,

Defendants.

No. 18-00245-CV-W-FJG

ORDER

Currently pending before the Court is plaintiffs' Motion and Supplemental Motion for Entry of Default Judgment. (Docs # 11,14).

1. On March 29, 2018, plaintiffs filed a Complaint against Nikolas Shawn Saylor, AHB Holdings, Inc. and Dina Denise Saylor for trademark infringement and unfair competition in violation of the Lanham Act and Missouri common law as well as for breach of contract. Plaintiffs sought preliminary and permanent injunctive relief, an accounting and award of profits, compensatory, treble and/or statutory damages, as well as costs and attorney fees.

2. Defendant Nikolas Saylor was served on April 4, 2018 and defendant AHB Holdings, Inc. was served on April 6, 2018. Defendant Saylor's answer was due on April 25, 2018 and defendant AHB Holdings Answer was due on April 27, 2018. Service was not accomplished on defendant Dina Saylor.

3. Defendants Nikolas Saylor and AHB Holdings, Inc. failed to appear or serve upon plaintiff's counsel an answer or other responsive pleading to plaintiffs' Complaint.

4. On August 8, 2018, the Court issued an Order to Show Cause directing Saylor and AHB Holdings, Inc. to show cause as to why an Entry of Default should not be entered against them. Defendants failed to respond to the Order to Show Cause and have filed no pleadings in this case.

5. As a result of the default, defendants Nikolas Saylor and AHB Holdings, Inc. are liable for unfair competition and trademark infringement in violation of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a), unfair competition under Missouri law and breach of contract.

6. In support of their claim of damages, plaintiffs submitted the affidavit of Khalid Malik. Malik states that he purchased Quicksilver Shuttle, Inc. in 2011. Malik states that from 2011 through July 2016, it was a profitable business. In July 2016, Malik sold the business to defendant Nikolas Saylor. Malik states that after Saylor breached the sales agreement, he transferred the business back to Malik in late 2017. After transferring the business back to Malik, Saylor started another transportation company under the name Quicksilver (without the "c") to trade on the goodwill associated with the Quicksilver mark and to syphon customers from Malik. Attached as Exhibit A to Malik's affidavit is an exhibit showing Quicksilver's income for 2016 before defendants' infringement began. In January 2018, after defendants began infringing, Malik states that Quicksilver's sales dropped significantly. Attached as Exhibit B to the affidavit, is a chart which shows Quicksilver's income for 2018. Malik states that he calculated the Net Difference between the two years by subtracting the Net Sales for 2016 from the Net Sales for 2018. The Net Difference in Quicksilver's sales between 2016 and 2018 was \$506,903.59. Plaintiffs have requested that the Court enter default judgment against all

of the defendants jointly and severally¹. Plaintiffs also request that the Court enter damages in the amount of \$506,903.59 and that the Court treble the amount of the damages pursuant to 15 U.S.C. §1117(a) and enter judgment in the amount of \$1,520,710.77. Plaintiffs further request entry of a permanent injunction to enjoin all defendants from using QUIKSILVER, QUICKSILVER or any other terms that are similar to the QUICKSILVER mark. Plaintiffs have also requested that the Court order transfer of the Quiksilver telephone numbers, websites and customer and email lists to plaintiffs. Finally, plaintiffs have requested award of their attorney fees in the amount of \$19,068.41 due to the willful and egregious nature of defendants' conduct which makes this an exceptional case pursuant to 15 U.S.C. § 1117(a).

Accordingly, plaintiffs' Motion and Supplemental Motion for Entry of Default Judgment. (Docs # 11,14) are hereby **GRANTED** it is therefore, **ORDERED**, **ADJUDGED AND DECREED** that judgment is entered in favor of plaintiffs and against defendants Nikolas Shawn Saylor d/b/a Lead Origen, Quiksilver Shuttle and AHB Holdings Inc. in the amount of \$506,903.59. The Court also **ORDERS** that defendants Nikolas Saylor d/b/a Lead Origen, Quiksilver Shuttle and AHB Holdings Inc. are permanently enjoined from using QUIKSILVER, QUICKSILVER or any other terms that are similar to the QUICKSILVER mark. Defendants shall also transfer the Quiksilver telephone numbers, websites and customer and emails lists to plaintiffs. Plaintiffs' counsel requested an award of attorney fees but failed to provide the Court with any billing records detailing what work was done, how much time was expended and what

¹ The Court will enter judgment against Nikolas Shawn Saylor and AHB Holdings, Inc., but will not enter judgment as to Dina Denise Saylor, as plaintiff did not accomplish service as to her.

hourly rate was charged. Plaintiffs' counsel may resubmit a request for the award of attorney fees with the proper supporting documentation.

Date: September 20, 2019
Kansas City, Missouri

S/ FERNANDO J. GAITAN, JR.
Fernando J. Gaitan, Jr.
United States District Judge